

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-31-T - ORDER NO. 2019-239

APRIL 19, 2019

IN RE:	Application of Parker Moving Services, LLC)	ORDER GRANTING
	for a Class E (Household Goods) Certificate)	CLASS E CERTIFICATE
	of Public Convenience and Necessity for)	
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Parker Moving Services, LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on March 27, 2019, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John E. Robinson, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire.

The Applicant presented the testimony of John H. Parker, owner of the Applicant. Mr. Parker testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers. He also testified about the liability and cargo insurance he had obtained on behalf of the Applicant, as well as the financial condition of the Applicant. In addition, Applicant offered the shipper witness affidavit testimony of Tucker Payne, an antique dealer on King Street in Charleston, who stated the need for additional movers in South Carolina like the Applicant who could provide specialty services transporting antiques and other high-end household goods.

ORS did not present testimony but submitted a letter to the Commission on March 26, 2019, stating that “ORS is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133.”

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Parker Moving Services, LLC should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Parker Moving Services, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.
2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq., as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission’s Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety’s Rules and

Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq., as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10, as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.


5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

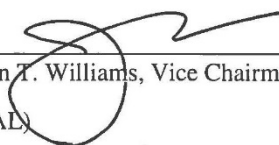
6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:


Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman
(SEAL)

REGULATIONS AND SCHEDULE
OF CHARGES APPLICABLE TO
INTRASTATE HOUSEHOLD GOODS MOVES
WITHIN THE STATE OF SOUTH CAROLINA



TABLE OF CONTENTS

TITLE PAGE	1
TABLE OF CONTENTS.....	2-3
TARIFF FORMAT	4
APPLICABILITY OF TARIFF	5
1.0 TRANSPORTATION CHARGES	6
1.1 Hourly Charges and Rates.....	6
1.2 Additional Vehicle Charge.....	6
2.0 ADDITIONAL SERVICES	7
2.1 Bulky Article Charges.....	7
2.2 Elevator or Stair Carry	7
2.3 Excessive Distance or Long Carry Charges.....	7
2.4 Packing and Unpacking	7
2.5 Labor Charges Regular and Overtime.....	8
2.6 Pick-Up and Delivery Extra.....	8
2.7 Waiting Time	8

TABLE OF CONTENTS (Cont'd)

2.8	Articles, Special Serving.....	8
2.9	Delays.....	8
2.10	Trash Removal.....	8
3.0	RULES AND REGULATIONS	9
3.1	Claims	9
3.2	Computing Charges	9
3.3	Governing Publications.....	9
3.4	Bill of Lading, Contract Terms, and Conditions.....	9
3.5	Items of Particular Value	10

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 3 and 4 would be 3.1.
- B. **Page Revision Numbers**. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the South Carolina Office of Regulatory Staff. For example, the Fourth Revised Page 3 cancels the Third Revised Page 3.
- C. **Paragraph Numbering Sequence**. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 1.
 - 1.1
 - 1.1.1
 - 1.1.1.A.
 - 1.1.1.A.1.
 - 1.1.1.A.1.(a)
 - 1.1.1.A.1.(a)(1)
 - 1.1.1.A.1.(a)(1)(i)
 - 1.1.1.A.1.(a)(1)(i)(1)

APPLICABILITY OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moves by Parker Moving Services, LLC. These services are furnished between and from all points and places in the State of South Carolina.

SECTION 1 - TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a 2-hour minimum (Mon-Fri) or 3-hour minimum (Sat-Sun) plus estimated travel time. After the second or third hour, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 24 hours of their move, Parker Moving Services, LLC will charge the appropriate hourly minimum.

1.1.1 The Hourly Rates follow:

Rate per one mover & van	\$60/hour
Rate per two movers & van	\$90/hour
Rate per three movers & van	\$120/hour
Rate per four movers & van	\$150/hour
Each additional mover after 4	\$20 per person/hour

1.2 Additional Vehicle Charge

Moves that exceed the capacity of Parker Moving Services, LLC vehicle will require the addition of an extra van or truck at the expense of the customer. The carrier will make all arraignments with the rental agency of their choice. All charges related to this rental will be the responsibility of the customer (i.e. tax, insurance, rental fee, etc.). All rental agreement documents will be attached to the Bill of Lading and the total charge will be added to the final bill.

SECTION 2 - ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff

2.1 Bulky Article Charges

2.1.1 Parker Moving Services, LLC does not charge an additional fee for the loading and unloading of bulky articles.

2.1.2 Parker Moving Services, LLC reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature.

2.2 Elevator or Stair Carry

Parker Moving Services, LLC does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

Parker Moving Services, LLC does not charge an additional fee for carrying articles an excessive distance from the motor vehicle.

2.4 Packing and Unpacking

2.4.1 Parker Moving Services, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.1 plus the market price of packing materials, including sales tax on the materials.

2.4.2 Parker Moving Services, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled.

SECTION 2 - ADDITIONAL SERVICES (Cont'd)

2.5 Labor Charges Regular and Overtime

Labor charges are based on hourly rates as listed in Section 1.1. The applicable rate is multiplied by the number of hours.

2.6 Pick-Up and Delivery, Extra

Parker Moving Services, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.7 Waiting Time

The shipper is charged the rates specified in Section 1.1 for all waiting time or delays not the fault of the carrier.

2.8 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or unservicing articles or appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles. Parker Moving Services, LLC does not disconnect or reconnect the shipper's appliances and articles.

2.9 Delays

Parker Moving Services, LLC shall not be liable for any delays in transporting household goods resulting from an act of God, or fault, or neglect of any unforeseen entities.

2.10 Trash Removal

Parker Moving Services, LLC does not charge an additional fee for the removal of trash. For jobs which require the disposal of packing materials or unwanted items the rate to deliver them to a disposal center is the same as the hourly rate listed in 1.1.

SECTION 3 - RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should attach the bill of lading.
- 3.1.2** Claimant must immediately notify carrier of all claims for concealed damage. Carrier must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3** Claims should be submitted to the carrier within 96 hours of receipt of goods.

3.2 Computing Charges

Parker Moving Services, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.1

3.3 Governing Publications

Parker Moving Services, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Bill of Lading, Contract Terms, and Conditions

Parker Moving Services, LLC shall issue and maintain Bills of Lading consistent with Commission Rules 103-58, 103-159 and 103-160. A copy of the Company's Bill of Lading is attached hereto as Appendix A.

SECTION 3 – RULES AND REGULATIONS (Cont'd)

3.5 Items of Particular Value

Unless a special written agreement, which includes the value of the articles and the endorsement of the carrier and the shipper, is made in advance and attached to the Bill of Lading, Parker Moving Services, LLC does not assume any liability whatsoever for documents, currency, money, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. Parker Moving Services, LLC will not accept responsibility for safe delivery of such articles if they come into Parker Moving Services, LLC possession without Parker Moving Services, LLC knowledge.

Parker Moving Services, LLC

32 Ashley Avenue, Charleston, SC 29401
 Phone: (843) 452-2215
 Email: parkermovingservices@gmail.com
 MC#:155502 PSC#:

Bill of Lading/ Order of Services

USDOT#:3197558

Job#:

Date:

☐ Intrastate Household Move

☐ Delivery/Design Services

PICK UP:		DROP OFF:	
Name:		Name:	
Street Address:		Street Address:	
City: State: Zip:		City: State: Zip:	
Phone:		Phone:	
Representative:		Representative:	

Requested Packing Date:		Requested Loading Date:	
Requested Delivery Date:			
Rate:		Time Record:	
_____ Miles @ \$ _____ Per Hour =		Start _____ Customer Initials _____	Travel Time:
_____ Miles @ \$ _____ Per Mile =		Finish _____ Customer Initials _____	Total Hours:
Description of Item(s) & Services Required			
SERVICE:	MOVE	PICKUP	DELIVERY
	INSTALLATION	MATERIALS	LABOR
	OTHER		
CONDITION:			
Left-L Right-R Top-T Bottom-B Front-F Back-BK Legs/Feet-L/F Normal Wear/Tear-NWT Scratch-S Chip-C Nick-N Old Repair-RP Crack-CK			

QTY	SERVICE	ITEM DESCRIPTION	CONDITION	DECLARED VALUE	RATE

INSURANCE AND VALUATION		LABOR	
This shipment is automatically valued at, and insurance for .60¢ per pound. You must accept, or reject this valuation and insurance coverage by initialing one of the options below.			
1.) I accept the .60¢ per pound valuation and insurance coverage for which there is no additional charge.			
OPTION 1 _____ (Customer's Initials)			
2.) I reject the .60¢ per pound valuation and insurance coverage, and order \$ _____ insurance coverage for which a charge of \$ _____ will be assessed.			
OPTION 2 _____ (Customer's Initials)			
This is to certify that the above named materials are properly classified, packed, marked and labeled, and are in proper condition for transportation. By signing below the shipper recognizes that the carrier shall not make delivery of this shipment without full payment of freight and all other lawful charges.			
Shipper Signature _____ Date _____			
Carrier Signature _____ Date _____			
By signing, the receiver confirms that the items listed above have been delivered to the stated drop off location in full. The undersigned confirms that the contents of the delivery have been inspected and are free from defect at the time of transfer.			
Receiver Signature _____ Date _____			
		SUPPLIES	
		VALUATION	
		TRASH	
		TOTAL	

Order Appendix A
 Docket No. 2019-31-T
 Order No. 2019-239
 April 19, 2019
 Page 11 of 12



CONTRACT TERMS AND CONDITIONS

- Sec. 1 (a) Parker Moving Services, LLC (hereafter referred to as the "carrier") shall be liable as at common law for any loss thereof or damage thereto except as hereinafter provided.
- (b) The carrier shall not be liable for any loss, damage, or delay caused by act of God, the public enemy, act of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property, or defect, or inherent vice therein.
- (c) Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss of damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent.
- (d) Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage, or loss of contents of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.
- (e) Except in the case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassible highway, or lack of capacity of any highway, bridge, ferry, or caused by breakdown or mechanical defect of vehicles or equipment.
- (f) In the case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by the carrier's officers, agents, or employees, nor for detention, loss, or damage of any furnished by the carriers, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction for the property covered by the contract into any place against the quarantine laws or regulations in effect at such place.
- (g) The carrier disclaims all warranties, expressed, or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.
- (h) The carrier is not bound to transport said property by any particular schedule, vehicle, train, or vessel, other than within reasonable dispatch. The carrier shall have the right to forward said property by any carrier or route between the point of shipment and the point of destination.
- Sec. 2 (a) In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper, or owner, or has been released agreed upon in writing as the released value of the property, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- (b) As a condition precedent to recovery, claims must be filed in writing with the carrier within 30 days after delivery of the property. Where claims are not filed in accordance with this provision, the carrier shall not be liable, and no claim will be paid.
- (c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been affected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburses the claimant for the premium paid thereon.
- (d) Property not received by the owner or shipper at the agreed upon delivery time and agreed upon address, as determined by the carrier and shipper, shall be stored as deemed appropriate by the carrier, in such locations as vehicle, warehouse, or place of business at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage of the property.
- Sec. 3 Except where such services is required as the result of the carrier's negligence, all property shall be subject to necessary cooperage, packing, and repacking at the shipper or owner's expense.
- Sec. 4 (a) The owner hereby releases and holds the carrier not responsible for items requiring additional services including, but not limited to hookup, setup and/or breakdown, installation, wiring and/or rewiring, connection and/or disconnection.
- (b) Where the carrier is directed to load property from (or render any service at) a place or places at which the shipper, owner, or its agent is not present, the carrier shall not be liable.
- (c) Where the carrier is directed to unload or deliver property to (or render any service at) a place or places where the consignee, owner, or its agent is not present, the carrier shall not be liable.
- (d) Where property which has been transported to destination hereunder is refused by the consignee or the party entitled to receive it upon tender of delivery or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carriers may sell the same at public auction to the highest bidder, at such place that is designated by the carrier; provided, that the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.
- Sec. 5 The carrier shall not be liable in any way for any documents, specie, jewelry, or articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement is made in writing herein, and a stipulated value of the articles are endorsed hereon.
- Sec. 6 Explosives, hazardous materials, or dangerous goods will not be accepted for shipment. If such goods are transported without the knowledge of the carrier, the carrier shall not be liable for any loss or damage caused by these goods, and the shipper or owner shall indemnify the carrier against all loss or damage caused by such goods.
- Sec. 7 If the responsible party (shipper, owner, or consignee) fails to make payment due herein, the carrier may cease services without breach, pending payment, or resolution of any dispute. Such party shall be responsible for all attorney fees incurred by the carrier for collection as a result of nonpayment, or late payment.
- Sec. 8 Both parties agree that all disputes in connection with, or arising from this contract and/or the services performed herein, shall be resolved by mediation first. Should mediation results in an impasse, as determined by the mediator, both parties agree to submit their claim to binding arbitration in accordance with the commercial rules of the American Arbitration Association.
- Sec. 9 The shipper, owner, and consignee hereby release and hold the carrier harmless from any and all subrogation claims.
- Sec. 10 The owner or consignee shall pay the advances, packing, and storage, if any, and all other lawful charges accruing on said property at the time of delivery, as agreed upon in the bill of lading. No carrier shall deliver or relinquish possession at destination of the property covered by the bill of lading until all charges thereon have been paid, unless indicated otherwise in writing on the bill of lading and signed by all parties.
- Sec. 11 This contract constitutes the final understanding and agreement between the carrier and all parties with respect to the subject and it supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.
- Sec. 12 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 13 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to the original tenor.
- Sec. 14 This contract may be amended, supplemented, or changed only by an agreement in writing, signed by all parties.
- Sec. 15 If any term or condition of this contract is held by a court of competent jurisdiction to be invalid, or unenforceable, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Shipper/Owner Signature
Order Appendix A

Date

Parker Moving Services Representative

Date

Docket No. 2019-31-T

Order No. 2019-239

April 19, 2019

Page 12 of 12